

1
2 BILL NO. S-77-06-17

3
4 SPECIAL ORDINANCE NO. S- 116-77

5
6 AN ORDINANCE approving a proposal
7 to construct improvements to
8 railroad-street grade crossings
9 from Turnbell-Green and Associates,
10 Inc.

11 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
12 OF FORT WAYNE, INDIANA:

13 SECTION 1. That the proposal dated February 14,
14 1977, between the City of Fort Wayne, by and through its
15 Mayor and the Board of Public Works, and Turnbell-Green and
16 Associates, Inc. to construct improvements to railroad-street
17 grade crossings as follows:

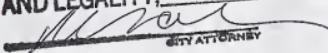
18 Van Buren Street - Norfolk & Western (Former NKP)
19 Runnion Avenue - Norfolk & Western (Former NKP)
20 Leesburg Road - Norfolk & Western (Former NKP)
21 Lindenwood Road - Norfolk & Western (Former NKP)
22 Winter Street - Norfolk & Western (Former Wabash)
23 Fletcher Avenue - Norfolk & Western (Former Wabash)
24 Wabash Avenue - Norfolk & Western (Former Wabash)
25 Lumbard Street - Norfolk & Western (Former Wabash)
26 Edsall Avenue - Norfolk & Western (Former NKP)
27 Glasgow Avenue - Norfolk & Western (Former NKP)
28 McKinley Avenue - Norfolk & Western (Former NKP)
29 Nuttman Avenue - Norfolk & Western (Former Wabash)
30 Brooklyn Avenue - Norfolk & Western (Former Wabash)
31 Engle Road - Norfolk & Western (Former Wabash)
32 Anthony Boulevard - Norfolk & Western (Former NKP)
33 Anthony Boulevard - Norfolk & Western (Former Wabash)
34 Ardmore Avenue - Norfolk & Western (Former Wabash)
35 McArthur Drive - Norfolk & Western (Former NKP)
Baer Field Thruway - Norfolk & Western (Former NKP)
Wayne Street - Norfolk & Western (Former NKP)
Washington Boulevard - Norfolk & Western (Former NKP)

36 all as more particularly set forth in said proposal which is
37 on file in the Office of the Board of Public Works and is by
38 reference incorporated herein, made a part hereof and is hereby
39 in all things ratified, confirmed and approved.

40 SECTION 2. This Ordinance shall be in full force
41 and effect from and after its passage and approval by the Mayor.

42 
43 Councilman

44 APPROVED AS TO FORM
45 AND LEGALITY.

46 
47 CITY ATTORNEY

Read the first time in full and on motion by O. Schmidt, seconded by

Henry, and duly adopted, read the second time by title and referred to the Committee on Butter Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-14-77

Charles W. Wierman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Henry, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 6-28-77

Charles W. Wierman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-116-77 on the 28th day of June, 1977
ATTEST: (SEAL)

Charles W. Wierman

CITY CLERK

John Nuckles

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of June, 1977 at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Wierman
CITY CLERK

Approved and signed by me this 30th day of June, 1977,
at the hour of 10:30 o'clock A.M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-06-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a proposal to construct improvements to railroad-street grade
crossings from Turnbell-Green and Associates, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

CONCURRED IN

6-28-77 CONCERNED BY
DATE CHARLES W. WESTERMAN, CITY CLERK

TURNBELL-
GREEN AND
ASSOCIATES, INC.

64-244-14 6/1/77 (219) 422 4630

ENGINEERS AND SURVEYORS

EDWARD GREEN 1902-1975

ROBERT C. TURNBELL, PRESIDENT
Professional Engineer, Indiana - Illinois - Ohio - Michigan
Structural Engineer: Illinois
Land Surveyor: Indiana

ARTHUR S. SMITH, VICE PRESIDENT
Land Surveyor Indiana

519 TENNESSEE AVENUE
FORT WAYNE, INDIANA 46805

February 14, 1977

Mr. Kenneth N. Traylor
Street Engineer
City of Fort Wayne
City-County Building
Fort Wayne, IN 46802

Subject: Proposal for professional engineering services in connection with improvement of railroad-street grade crossings.

Dear Mr. Traylor:

In accordance with our discussions with you, we are pleased to submit a proposal for furnishing professional engineering services in connection with the preparation of drawings and specifications for improvements to railroad-street grade crossings and grade crossing signal protection at the following twenty-one (21) locations on the Norfolk and Western Railway in Fort Wayne:

Van Buren Street
Runnion Avenue
Leesburg Road
Lindenwood Road
Winter Street
Fletcher Avenue
Wabash Avenue
Lumbard Avenue
Edsall Avenue
Glasgow Avenue
McKinley Street
Nuttman Avenue
Brooklyn Avenue
Engle Road
Anthony Boulevard (Former NKP)
Anthony Boulevard (Former Wabash)
Ardmore Avenue
McArthur Drive
Baer Field Thruway
East Wayne Street
East Washington Boulevard

We understand that the City desires to progress the crossing improvement work on a program basis by dividing the crossings into groups comprised of crossing work totaling about \$300,000 for each group.

Accordingly, after consultations with you and with division authorities of the Norfolk and Western to establish mutually satisfactory

Mr. Kenneth N. Traylor
Page 2
February 14, 1977

priorities, we have developed and are submitting the following recommended groups for your consideration:

Group No. 1	Van Buren Street Brooklyn Avenue Nuttman Avenue
Group No. 2	Anthony Boulevard (Former NKP) Anthony Boulevard (Former Wabash) Ardmore Avenue
Group No. 3	Engle Road Glasgow Avenue Edsall Avenue Lumbard Avenue Winter Street Fletcher Avenue
Group No. 4	Runnion Avenue E. Washington Avenue Wabash Avenue Leesburg Road McKinley Avenue
Group No. 5	Lindenwood Road McArthur Drive E. Wayne Street Baer Field Thruway

While the attached proposal includes all of the above named crossings in it's scope, the three crossings designated as Group No. 1 are to be initially progressed and are specifically named in the proposal.

As subsequent groups are activated, circumstances then prevailing may change priorities, perhaps requiring certain changes in naming crossings comprising the respective groups.

We appreciate this opportunity to submit this attached proposal and look forward to your early favorable reply.

Very truly yours,

TURNBELL-GREEN & ASSOCIATES, INC.

Robert C. Turnbull

Robert C. Turnbull

RGT/nn

Enclosure

PROPOSAL FOR ENGINEERING SERVICES

For

DETAIL DRAWINGS AND SPECIFICATIONS

For

IMPROVEMENTS TO RAILROAD-STREET GRADE CROSSINGS

At

VAN BUREN STREET	- NORFOLK & WESTERN (FORMER NKP)
RUNNION AVENUE	- NORFOLK & WESTERN (FORMER NKP)
LEESBURG ROAD	- NORFOLK & WESTERN (FORMER NKP)
LINDENWOOD ROAD	- NORFOLK & WESTERN (FORMER NKP)
WINTER STREET	- NORFOLK & WESTERN (FORMER WABASH)
FLETCHER AVENUE	- NORFOLK & WESTERN (FORMER WABASH)
WABASH AVENUE	- NORFOLK & WESTERN (FORMER WABASH)
LUMBARD STREET	- NORFOLK & WESTERN (FORMER WABASH)
EDSALL AVENUE	- NORFOLK & WESTERN (FORMER NKP)
GLASGOW AVENUE	- NORFOLK & WESTERN (FORMER NKP)
McKINLEY AVENUE	- NORFOLK & WESTERN (FORMER NKP)
NUTTMAN AVENUE	- NORFOLK & WESTERN (FORMER WABASH)
BROOKLYN AVENUE	- NORFOLK & WESTERN (FORMER WABASH)
ENGLE ROAD	- NORFOLK & WESTERN (FORMER WABASH)
ANTHONY BOULEVARD	- NORFOLK & WESTERN (FORMER NKP)
ANTHONY BOULEVARD	- NORFOLK & WESTERN (FORMER WABASH)
ARDMORE AVENUE	- NORFOLK & WESTERN (FORMER WABASH)
McARTHUR DRIVE	- NORFOLK & WESTERN (FORMER NKP)
BAER FIELD THRUWAY	- NORFOLK & WESTERN (FORMER NKP)
WAYNE STREET	- NORFOLK & WESTERN (FORMER NKP)
WASHINGTON BOULEVARD	- NORFOLK & WESTERN (FORMER NKP)

SUBMITTED TO THE

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

By

TURNBELL-GREEN & ASSOCIATES, INC.
519 TENNESSEE AVENUE
FORT WAYNE, INDIANA 46805

PROPOSAL

THIS PROPOSAL made this 14th day of February, 1977, to the City of Fort Wayne, acting by and through its Board of Public Works of the City of Fort Wayne, Indiana, hereinafter called the OWNER, by Turnbell-Green and Associates, Inc., hereinafter called the ENGINEER, WITNESSETH.

That whereas the Owner intends to construct improvements to railroad-street grade crossings in the City of Fort Wayne, Indiana, as defined in ARTICLE I - SCOPE, all hereinafter called the PROJECT.

NOW THEREFORE, The Owner and Engineer for the considerations hereinafter set forth, agree as follows:

ARTICLE I - SCOPE

The following crossings are included in the Scope of this agreement:

Van Buren Street	- Norfolk & Western (Former NKP)
Runnion Avenue	- Norfolk & Western (Former NKP)
Leesburg Road	- Norfolk & Western (Former NKP)
Lindenwood Road	- Norfolk & Western (Former NKP)
Winter Street	- Norfolk & Western (Former Wabash)
Fletcher Avenue	- Norfolk & Western (Former Wabash)
Wabash Avenue	- Norfolk & Western (Former Wabash)
Lumbard Street	- Norfolk & Western (Former Wabash)
Edsall Avenue	- Norfolk & Western (Former NKP)
Glasgow Avenue	- Norfolk & Western (Former NKP)
McKinley Avenue	- Norfolk & Western (Former NKP)
Nuttman Avenue	- Norfolk & Western (Former Wabash)
Brooklyn Avenue	- Norfolk & Western (Former Wabash)
Engle Road	- Norfolk & Western (Former Wabash)
Anthony Boulevard	- Norfolk & Western (Former NKP)
Anthony Boulevard	- Norfolk & Western (Former Wabash)
Ardmore Avenue	- Norfolk & Western (Former Wabash)
McArthur Drive	- Norfolk & Western (Former NKP)
Baer Field Thruway	- Norfolk & Western (Former NKP)
Wayne Street	- Norfolk & Western (Former NKP)
Washington Boulevard	- Norfolk & Western (Former NKP)

ARTICLE 2 - PROGRAMMING AND SCHEDULING

To program and schedule the work, the Owner will at periodic intervals of his choosing, divide the crossings named above into groups, with each group being comprised of specific crossings as selected by the Owner. The Owner and Engineer agree that the services and compensation for each group of crossings so selected shall be performed in accordance with the terms of this agreement in the same manner as if all of the crossings were to be progressed in one group.

The first group as selected by the Owner, designated Group No. 1, is comprised of the following crossings:

Brooklyn Avenue	- Norfolk & Western (Former Wabash)
Van Buren Street	- Norfolk & Western (Former NKP)
Nuttman Avenue	- Norfolk & Western (Former Wabash)

The Owner will define subsequent groups in writing to the Engineer.

ARTICLE 3 - PRELIMINARY ENGINEERING DESIGN AND RIGHT-OF-WAY PLANS

A. Phase I - After receiving from the Owner written notice to proceed with the Preliminary Engineering Design, the Engineer agrees to:

1. Make the Design Survey, including all required survey data necessary for the preparation of Contract Plans. The Engineer may obtain survey data by photogrammetric methods. Such Design Survey shall be in accordance with the accepted standards of practice as used by the Indiana State Highway Commission. As part of survey, the Engineer shall establish survey base line and/or center line of street, and reference points at street and railroad-street intersections and bench marks.
2. Prepare the Preliminary Plans, Itemized Preliminary Construction Cost Estimates in sufficient detail and accuracy as required to prepare final Contract Plans and Specifications. Such Preliminary Plans and Cost Estimates shall be in accordance with accepted standards of practice as used by the Indiana State Highway Commission. Cost estimates shall cover work to be done by City on force account or construction contract basis, by railroads on force account or contract basis, and by other utilities on force account or contract basis. Plans to include roadway and sidewalk design, crossing design, street and railroad track profiles where required, necessary drainage improvement, necessary changes in underground and/or aerial utility facilities and/or safety warning signals.

3. Where additional Right-of-Way is required, either permanent or temporary, it will be indicated on the plan sheets. Should

Plats and Instruments required for acquisition of Right-of-Way as needed, they will be furnished under Article 6C, in accordance with "Right-of-Way Engineering Procedures Manual", dated 1972, by the Indiana State Highway Commission.

4. The Engineer shall locate and identify all utilities (under-ground and aerial) accurately and, if necessary, request excavation to determine exact horizontal and vertical locations. Owner shall provide or cause to be provided labor and materials for required excavations, and Engineer shall provide survey crew to measure locations.

5. Environmental Statement - The Engineer shall furnish the Owner with data but the Engineer shall not prepare the statement under this Contract.

B. Phase II - FINAL ENGINEERING DESIGN. Upon approval of the Preliminary Engineering Design by the Owner and after receiving from the Owner written notice to proceed with Final Engineering Design, the Engineer agrees to:

1. Prepare Final Contract Plans and Specifications for the following as may be required including Special Provision, Proposal Forms, Notice to Bidders, and itemized Final Estimates of Cost of Construction, in accordance with accepted standards of practice as used by the Indiana State Highway Commission, and prepare other plans and specifications that may be required to describe necessary railroad and utility work to be performed on a contract or force account basis.

- A. Roadway construction
- B. Crossing and protection construction and/or alteration
- C. Track construction and/or alteration
- D. Show street right-of-way line and adjacent property owners with street address. Owner to furnish property ownership list to Engineers.

2. Furnish Reproduction - The Engineer shall furnish the Owner with one set of reproducible sepia or mylars of the final approved Contract Plans and Cross Sections, and four (4) sets or reproductions of the final approved Contract Specifications. The Final Estimate of Cost shall be presented to the Owner in its original prescribed form for safekeeping, and no other distribution of said Estimate of Construction Cost shall be made.

3. The Engineer will furnish all necessary plans, specifications, and exhibits of an engineering nature for submittal to governmental agencies, railroads, and utilities for approval where required. Such approvals not forthcoming within 10 calendar days after the initial submittal of the Engineering Design by the Engineer, shall constitute documented delays in the completion timetable contained in ARTICLE 4.

4. Design Reports - The Engineer shall submit to the Owner quarterly Preliminary and Final Engineering Design Status Reports showing progress and percent complete.

C. Phase III - CONSTRUCTION PHASE.. After the Contractor has received written notice to proceed, the Engineer shall proceed with the general engineering inspection of the construction and shall:

1. Provide general engineering administration of the construction contract including, at the Owner's request, the giving of technical engineering information to legal counsel as an aid to the interpretation and clarification of the Contract Documents.
2. Check and approve Contractor's requests for payment, samples, catalogue data, schedules, shop drawings, laboratory, shop and mill tests of equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents; and shall collect all guarantees required of Contractors.
3. Engineer shall provide Owner with one (1) set of reproducible "As Built" drawings following completion of construction reflecting actual conditions as found and constructed. Owner will provide Engineer with necessary information in the event the Engineer does not perform Phases IV and V.

D. Phase IV - RESIDENT ENGINEER AND INSPECTORS. Upon written request by the Owner, the Engineer shall provide a qualified resident engineer and necessary inspector(s) during active installation and construction of the Project to perform project engineering and inspection services required by City, State, and Federal Highway officials. This service shall be comprehensive to include all reports, approval of contractor's materials, testing, approval of contractor's invoices, monthly progress reports, etc., which will be necessary for full completion and acceptance of the Project by the City, State, and Federal Highway representatives.

E. Phase V - CONSTRUCTION ENGINEERING. If requested by the Owner in writing, the Engineer agrees to:

1. Furnish all materials and labor to set layout and grade stakes for the construction of this project.
 - a. One (1) week notice will be required in advance of staking needs.
 - b. Stakes will be set only one (1) time. Should the Contractor, railroad, or utility disturb or destroy stakes, reimbursement for replacing shall be required on an actual payroll cost times a multiplier of 2.5.
2. The Engineer will not furnish a full-time crew under this Contract unless the Owner requests and negotiates additional compensation to cover full-time residents.

F. Phase VI - ATTEND CONFERENCES. For all phases authorized by the Owner, the Engineer shall attend such conferences, record and distribute minutes, with the officials of the Owner and other interested agencies and governmental units as may be required in connection with the work. Compensation for this service shall be included in the fee for the respective phase.

ARTICLE 4 - COMPLETION SCHEDULE

After receiving from the Owner written notice to proceed, the Preliminary Plans and Right-of-Way Plans (Phase I) and Final Contract Plans (Phase II) shall be completed by the Engineer and submitted to the Owner for its approval in accordance with the following schedule:

Preliminary Plans (Phase I) completed within Seventy-five (75) Calendar Days after written authorization to proceed with Preliminary Engineering Design.

Right-of-Way Plans (Phase I) submitted within Thirty (30) Calendar Days after written approval of Preliminary Engineering Design.

Final Contract Plans (Phase II) completed within Seventy-five (75) Calendar Days after written authorization to proceed with Final Engineering Design and approval of Governmental agencies, railroads, and public utilities.

The above timetable shall be subject to documented delays due to required approval by Governmental Agencies, railroads, and/or public utilities.

For each calendar day the Engineer fails to complete his work in accordance with the Completion Schedule, a penalty of \$100.00 per calendar day shall be deducted from his compensation, except where an extension of time is granted by the OWNER.

ARTICLE 5 - INFORMATION AND SERVICES TO BE FURNISHED OR CAUSED TO BE FURNISHED BY OWNER

The Owner shall furnish the following:

A. Criteria for design and detail such as project limits, pavement and median widths, grades, curves, sight distances, clearances, design loadings, etc.

B. Any necessary soil borings or assist in subsurface investigations that may be required for the engineering design.

C. Reproducible Roadway and/or Bridge Standards required for construction of the project, including the Owner's Standard Title Sheet and Construction Identification Sign to be incorporated into the Contract Plans.

D. Guaranty of Title, requirements for Land Plat preparation, the Owner's Standard Instrument necessary for Right-of-way acquisition upon which Legal Description is to be placed.

E. Prepare or caused to be prepared all advertisements for bids and cause same to be properly advertised.

F. Furnish the necessary reproductions of the Contract Plans and Contract Documents necessary for construction of the Project for distribution to the Contractors, Sub-Contractors, Utilities, and Suppliers prior to the date for receipt of construction bids.

G. Prepare and submit the Environmental Statement and Design Study Report from data furnished by the Engineer.

H. Street lighting design indicating pole spacing, size and type of luminaire, wiring, etc.

I. 100 foot scale aerial photos of crossings and vicinity of each.

J. Agreements between Owner and railroads, public utilities and others, covering construction procedures and allocation of proportions of costs.

ARTICLE 6 - THE ENGINEER'S COMPENSATION FOR SERVICES

A. The Owner, for and in consideration of the Engineer's Basic Service, agrees to pay to the Engineer:

For Phases I, II, and III, herein described, a fee of Eight per cent (8%) of the construction cost, but the total fee for Phases I, II, and III shall not exceed eight percent (8%) of the Estimated Construction Cost named in ARTICLE 6, Paragraph E. Construction cost is defined in ARTICLE 6, Paragraph F.

Fees shall be paid in the following manner;

Phase I - Preliminary Engineering Design and Right-of-Way Plans

1. Upon the Engineer's completion of the Design Survey, One and one-half percent (1 1/2%) of the construction cost, based upon the Engineer's Preliminary Estimate.

2. Upon the completion of other items in Phase I and the Engineer's submission of Preliminary Plans and Preliminary Right-of-Way Plans to the Owner and other interested governmental agencies One Percent (1.0%) of the construction cost, based upon the Engineer's Preliminary Estimate.

3. Upon the approval of Preliminary Plans and Preliminary Right-of-Way Plans by the Owner and other interested governmental agencies, One-half Percent (1/2%) of the Engineer's Preliminary Estimate.

Phase II - Final Engineering Design

1. Upon the completion of this phase and the Engineer's submission and approval of Final Plans to the Owner and other interested governmental agencies, Three Percent (3.0%) of the construction cost based upon the Engineer's Final Estimate.

2. Upon receipt of an acceptable bid Seven Percent (7.0%) of the construction cost, based on Actual Bid Price, less previous payments.

Phase III - Construction Phase

For services during the Construction Phase provided in Phase III hereof, the Engineer shall receive compensation of One Percent (1.0%) of the construction cost, payable monthly in proportion to the Monthly Progress Estimates, providing a total basic percentage fee for Phase I, II, and III in the amount of Eight Percent (8.0%) of the cost of construction.

B. Optional Basic Services

Phase IV - Resident Engineer and Inspector

For the Resident Engineer and Inspectors services provided for in Phase IV hereof, the Engineer shall be entitled to receive a fee (in addition to all other phases) in a sum equal to actual hourly rate of personnel involved, times a multiplier of 2.50, but not to exceed a total fee for each group of crossings as follows:

Group No. 1-----\$10,500.00

Subsequent Groups-----To be established for each subsequent group upon its being defined by the Owner.

Phase V - Construction Engineering

For the Construction Engineering provided for in Phase V hereof, the Engineer shall be entitled to receive a fee (in addition to all other phases) in a sum equal to actual hourly rate of personnel involved, times a multiplier of 2.50, but not to exceed a total fee for each group of crossings as follows:

Group No. 1-----\$4,500.00

Subsequent Groups-----To be established for each subsequent group upon its being defined by the Owner.

The above fees shall be net, payable monthly, within 30 days after submission of a claim to the Owner.

C. Right-of-Way Documents

The Owner, for and in consideration of the renderings of Engineering Services for the preparation of Legal Descriptions and Land Plats if requested in writing by the Owner, agrees to pay to the Engineer as follows:

1. For each description requiring a Plat, a fee of Two-hundred Dollars (\$200.00) per description.
2. For each description which does not require a Land Plat, a fee One-hundred fifty dollars (\$150.00) per description.

D. Change in Scope

In the event there is a major change in scope and character of the work after survey or plan work has progressed as directed

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by the Owner, adjustments in the fee payable to the Engineer as outlined in Article 6 and in the completion schedule as outlined in Article 4 shall be determined through arbitration between the parties to the Agreement.

E. Engineers Maximum Compensation

The Engineer's Estimated Construction Cost and maximum amount from which the Engineer's Compensation shall be computed for Phases I, II, and III shall be as follows:

Group No. I-----\$337,500.00

Subsequent Groups-----To be established for each subsequent group upon its being defined by the Owner.

F. Construction Cost

Construction cost is defined as the total cost of PROJECT work covered by drawings and/or specifications prepared by the Engineer, and includes cost of contracts awarded by the city, the railroads, and other utilities; and the cost of force account work to be performed by the city, the railroads, and other utilities. The construction cost as herein defined includes the total costs herein named, whether borne by city, railroads, utilities or others.

G. Additional Services

In the event that the Engineer is directed by the Owner to cause to be made borings and detailed estimates of right-of-way cost, or other additional services not covered in Phases I through V, the Engineer shall be reimbursed by the Owner for the actual cost of such services at payroll times a multiplier of 2.50.

ARTICLE 7 - WORKMEN'S COMPENSATION AND LIABILITY INSURANCE

A. The Engineer agrees to purchase and maintain at his expense the following kinds and amounts of insurance.

B. A policy covering the obligation of the Engineer in accordance with the provisions of the WORKMEN'S COMPENSATION LAW of the State of Indiana.

C. Policies of Bodily Injury Liability and Property Damage Liability Insurance with limits of liability of not less than One Hundred Thousand Dollars (\$100,000.00) for each damage claim arising out of bodily injury, and not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident; and not less than Fifty Thousand Dollars (\$50,000.00) for all damages arising out of injury or destruction of property in any accident, not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property suffered by two or more persons for any one accident.

ARTICLE 8 - ABANDONMENT AND TERMINATION

A. Abandonment. If the Owner shall abandon the services described herein, the Engineer shall deliver to the Owner all survey notes, drawings, specifications, and estimates completed or partially completed, and these shall become the property of the Owner. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the Engineer to the date of abandonment, as required under Article 3, and which may be mutually agreed upon by the Owner and the Engineer. The payment as made to the Engineer shall be paid as a final payment in full settlement of his services hereunder.

B. Termination. This Agreement may be terminated by either party by seven (7) days written notice by mutual agreements; or in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the Engineer shall be paid for the extent of services performed by him to the termination notice date.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

A. All documents, including tracings of Contract Plans and Drawings, Cost Estimates, Specifications, Design Survey, Right-of-Way Documents, Field Notes, Information from Investigations and Studies, Computations, Written Approvals from Governmental Agencies, etc., as instruments of service, are to be the property of the Owner. During the performance of the Engineering services herein provided for, the Engineer shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such loss or damage shall be restored at his expense. Full access to the work during the preparation of the Contract Plans shall be available to the Owner and at the discretion of the Owner to other governmental agencies interested in this work.

B. Upon completion and final approval of the work by the Owner, the Engineer shall deliver to the Owner all design documents.

ARTICLE 10 - NON-DISCRIMINATION

A. The Engineer shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions, or privileges of employment because of his sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

A. Except as otherwise herein provided, the rights and obligations created by this Agreement shall run to the benefit of and shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

ARTICLE 12 - SPECIAL PROVISIONS

A. The Engineer hereby designates Robert C. Turnbell as Project Engineer for the proposed Project and shall not change Project Engineers without written approval from the Owner.

TURNBELL-GREEN AND ASSOCIATES, INC.

BY: Robert C. Turnbull, PresidentATTEST: Kelb E. Smith

Vice President

ACCEPTANCE OF PROPOSAL

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANAHenry P. Wehrenberg
Henry P. Wehrenberg, ChairmanEthel A. LaMar

Ethel A. LaMar

Max B. Scott

Max B. Scott

Robert Armstrong
Mayor Robert Armstrong

APPROVED as to form and legality ATTEST:

Paul W. Phillips, Jr.
W. Hiram N. Salter
City AttorneyUrsula MillerUrsula Miller
Executive Secretary
Board of Public Works

fw:
TITLE OF ORDINANCE PROPOSAL FOR ENGINEERING SERVICES FOR DETAIL DRAWINGS AND SPECIFICATIONS
FOR IMPROVEMENTS TO RAILROAD-STREET GRADE CROSSINGS.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

Public Works

S-77-06-17

SYNOPSIS OF ORDINANCE PROPOSAL FOR ENGINEERING SERVICES IN CONNECTION WITH IMPROVEMENT
OF RAILROAD-STREET GRADE CROSSINGS ON THE NORFOLK AND WESTERN RAILWAY IN FORT WAYNE.
(SEE ATTACHED TURNBELL-GREEN AND ASSOCIATES, INC. ENGINEERS AND SURVEYORS LETTER
LISTING THE TWENTY-ONE LOCATIONS.)

EFFECT OF PASSAGE IMPROVEMENT OF RAILROAD CROSSINGS ON THE NORFOLK & WESTERN RAILWAY
IN FORT WAYNE.

EFFECT OF NON-PASSAGE DETERIORATION OF RAILROAD - STREET GRADE CROSSINGS AND
GRADE CROSSING SIGNAL PROTECTION.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) COST \$24,000. PER GROUP AS
DICTATED BY STREET ENGINEERING DEPENDENT ON AVAILABILITY OF LR & S & FEDERAL FUNDS.

ASSIGNED TO COMMITTEE _____